

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAP Worldwide, LLC		10/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Finance Corporation		
Street Address:	1717 Main Street		
Internal Address:	Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2194845	GENUINE GEAR	
Registration Number:	2937233	4WHEEL PARTS	
Registration Number:	2996336	4 WHEEL PARTS	
Registration Number:	3113966	OFF-ROAD ADVENTURES	
Serial Number:	77279214	OFF-ROAD ADVENTURES	
Registration Number:	3472892	POLE POSITION	
Registration Number:	3576879	POWER PRO	
Registration Number:	3446150	ACCU PRO	
Registration Number:	2690388	4 WHEEL DRIVE HARDWARE	
Registration Number:	2685891	4WD 4WHEEL DRIVE HARDWARE	
Registration Number:	2351499	FOUR WHEEL DRIVE HARDWARE	
Registration Number:	1399899	4WD	
Registration Number:	3025075	STREET LOCK	

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TRADEMARK
 REEL: 004089 FRAME: 0959

Registration Number:	3052867	PRO COMP
Registration Number:	3541021	PRO COMP
Registration Number:	2038126	SMITTYBILT
Registration Number:	3541089	XRC BY SMITTYBILT

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

3A

NAME OF SUBMITTER:

Jean Paterson

Signature:

/Jean Paterson/

Date:

11/03/2009

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated October 30, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of ORIX Finance Corp., as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TAP Automotive Holdings, LLC, a Delaware limited liability company (the "*Borrower*"), the Guarantors named therein, as Guarantors, the Lenders and Issuing Banks named therein, and ORIX Finance Corp., as Administrative Agent, have entered into a Senior Secured Credit Agreement dated as of October 30, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated October 30, 2009 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto (the "*Copyrights*");

(iv) all reissuances, divisions, revisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TAP WORLDWIDE, LLC

By 
Name: Rowan R. McKinnon
Title: Chief Executive Officer

Address for Notices:

400 West Artesia Boulevard
Compton, CA 90220
Attn: Chief Executive Officer


[Signature Page to TAP Worldwide IP Security Agreement]

Schedule A





(i) Patents

None








(ii) Trademarks

Mark	Country of Registration/ Application	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status
GENUINE GEAR	United States of America	2,194,845	10/13/98	Registered, Renewed
4 WHEEL PARTS	United States of America	2,937,233	4/5/05	Registered
4 WHEEL PARTS 	United States of America	2,996,336	9/20/05	Registered
OFF-ROAD ADVENTURES	United States of America	3,113,966	7/11/06	Registered
OFF-ROAD ADVENTURES	United States of America	77/279,214	9/13/07	Statement of Use and/or Third Request for Extension of Time due 3/9/10.
POLE POSITION	United States of America	3,472,892	7/22/08	Registered
POWER PRO	United States of America	3,576,879	2/17/09	Registered
ACCU PRO	United States of America	3,446,150	6/10/08	Registered
4 WHEEL DRIVE	United States of	2,690,388	2/25/03	Registered

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HARDWARE and Design 	America			
4WD 4 WHEEL DRIVE HARDWARE and Design 	United States of America	2,685,891	2/11/03	Registered
FOUR WHEEL DRIVE HARDWARE	United States of America	2,351,499	5/23/00	Registered
4WD AND DESIGN 	United States of America	1,399,899	7/1/86	Registered, Renewed
STREET LOCK	United States of America	3,025,075	12/13/05	Registered
PRO COMP Stylized 	United States of America	3,052,867	1/31/06	Registered
PROCOMP	United States of America	3,541,021	12/2/08	Registered
SMITTYBILT	United States of America	2038126	2/18/97	Registered, Renewed
XRC BY SMITTYBILT 	United States of America	3541089	12/2/08	Registered

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4 WHEEL PARTS	Canada	TMA 615,708	7/26/04	Registered
4 WHEEL PARTS and Design 	Mexico	817216	12/15/03	Registered
4 WHEEL PARTS and Design 	Mexico	820741	12/15/03	Registered
PRO COMP Stylized 	Australia	1061888	10/24/05	Registered
PRO COMP Stylized 	Canada	TMA684167	3/20/07	Registered
PRO COMP Stylized 	China	4776767	6/7/08	Registered
PRO COMP Stylized 	European Community	4963179	4/11/07	Registered
PRO COMP Stylized 	France	06/3424441	4/20/2006	Pending
SMITTYBILT	Canada	TMA704394	1/10/08	Registered
SMITTYBILT	Mexico	1038272	4/30/08	Registered

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SMITTYBILT	Madrid Protocol	911302	11/8/06	Registered
SMITTYBILT	China			Pending
SMITTYBILT	European Community	911302	11/8/06	Registered

(iii) Copyrights

<u>Title</u>	<u>Registration No.</u>
Performance Products for Mercedes, Catalog No. 107-7, Spring-Summer 2001	TX 5-467-298 (2001)
Performance Products for Mercedes, Catalog No. 123-7, Spring-Summer 2001	TX 5-467-306 (2001)
Performance Products for Mercedes, Catalog No. 124E-7, Spring-Summer 2001	TX 5-467-299 (2001)
Performance Products for Mercedes, Catalog No. 124L-7, Spring-Summer 2001	TX 5-467-300 (2001)
Performance Products for Mercedes, Catalog No. 126-7, Spring-Summer 2001	TX 5-467-293 (2001)
Performance Products for Mercedes, Catalog No. 201-7, Spring-Summer 2001	TX 5-467-292 (2001)
Performance Products for Mercedes, Catalog No. PAD30	TX 5-467-304 (2001)
Performance Products for Mercedes, Catalog No. PAD31, Fall 2001	TX 5-458-645 (2001)
Performance Products for Mercedes, Catalog No. 107-8, Fall-Winter 2001	TX 5-458-641 (2001)
Performance Products for Mercedes, Catalog No. 107-9, Spring-Summer 2002	TX 5-509-251 (2002)
Performance Products for Mercedes, Catalog No. 123-8, Fall-Winter 2001	TX 5-458-646 (2001)
Performance Products for Mercedes, Catalog No. 123-9, Spring-Summer 2002	TX 5-509-252 (2002)
Performance Products for Mercedes, Catalog No. 124B-8, Fall-Winter 2001	TX 5-458-638 (2001)
Performance Products for Mercedes, Catalog No. 124L-8, Fall-Winter 2001	TX 5-458-642 (2001)
Performance Products for Mercedes, Catalog No. 126-8, Fall-Winter 2001	TX 5-458-643 (2001)
Performance Products for Mercedes, Catalog No. 126-9, Spring-Summer 2002	TX 5-509-254 (2002).
Performance Products for Mercedes, Catalog No. 201-8, Fall-Winter 2001	TX 5-458-644 (2001)
Performance Products for Mercedes, Catalog No. 201-9, Spring-Summer 2002	TX 5-509-253 (2002)
Performance Products for Jeep, Catalog No. 11J, Winter-Spring 2001	TX 5-467-302 (2001)
Performance Products for Jeep, Catalog No. 12J, Spring-Summer 2001	TX 5-467-296 (2001)
Performance Products for Jeep, Catalog No. 13J, Summer-Fall 2001	TX 5-448-834 (2001)
Performance Products for Jeep, Catalog No. 14J, Fall-Winter 2001	TX 5-464-700 (2001)

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Performance Products for Ford, Catalog No. 23F, Winter-Spring 2001	TX 5-467-305 (2001)
Performance Products for Ford, Catalog No. 24F, Spring-Summer 2001	TX 5-467-295 (2001)
Performance Products for Ford, Catalog No. 25F, Summer-Fall 2001	TX 5-448-833 (2001)
Performance Products for Ford, Catalog No. 26F, Fall-Winter 2001	TX 5-464-702 (2001)
Performance Products for Chevy/GMC, Catalog No. 16C, Winter-Spring 2001	TX 5-467-290 (2001)
Performance Products for Chevy/GMC, Catalog No. 17C, Spring-Summer 2001	TX 5-467-294 (2001)
Performance Products for Chevy/GMC, Catalog No. 18C, Summer-Fall 2001	TX 5-448-832 (2001)
Performance Products for Chevy/GMC, Catalog No. 19C, Fall-Winter 2001	TX 5-464-699 (2001)
Performance Products for Cars, Trucks, SUVs, Catalog No. 2G, Winter-Spring 2001	TX 5-467-291 (2001)
Performance Products for Toyota, Catalog No. 28T, Spring-Summer 2001	TX 5-467-297 (2001)
Performance Products for Toyota, Catalog No. 29T, Spring-Summer 2001	TX 5-467-301 (2001)
Performance Products for Toyota, Catalog No. 30T, Summer-Fall 2001	TX 5-448-831 (2001)
Performance Products for Toyota, Catalog No. 31J, Fall-Winter 2001	TX 5-464-701 (2001)
Performance Products/Catalog No. 49G, Spring-Summer 2001	TX 5-467-303 (2001)
Performance Products/Catalog No. 50A, Fall-Winter 2001	TX 5-458-640 (2001)
Performance Products/Catalog No. 50B	TX 5-458-639 (2001)
Performance Products for Mercedes, Catalog No. PAD 29	TX 5-312-920 (2000)
Performance Products for Jeep, Catalog No. 10J, Fall-Winter 2000	TX 5-312-915 (2000)
Performance Products for Ford, Catalog No. 22F, Fall-Winter 2000	TX 5-312-918 (2000)
Performance Products for Chevy, Catalog No. 15C, Fall-Winter 2000	TX 5-312-917 (2000)
Performance Products for Cars, Trucks & SUVs, Catalog No. 1G, Fall-Winter	TX 5-312-916 (2000)
Performance Products for Toyota, Catalog No. 27T, Fall-Winter 2000	TX 5-312-919 (2000)
Performance Products/Catalog No. 48B, Fall-Winter 2000	TX 5-298-647 (2000)
Performance Products for Mercedes, PAD Catalog 33, Summer/Fall 2002	TX 5-590-319 (2002)
Performance Products for your Ford, Catalog 29F, Summer/Fall 2002	TX 5-590-318 (2002)
Performance Products for your Jeep, Catalog 17J, Summer/Fall 2002	TX 5-590-337 (2002)
Performance Products for Your Toyota, Catalog 34T, Summer/Fall 2002	TX 5-590-316 (2002)
Performance Products for Your Ford, Catalog No. 27F, Winter/Spring 2002	TX 5-575-737 (2002)
Performance Products & Automation, Catalog 51B, Spring/Summer 2002	TX 5-575-736 (2002)
Performance Products & Automation, Catalog 51A, Spring/Summer 2002	TX 5-575-735 (2002)
Performance Products for your Chevy, Catalog No. 20C, Winter/Spring 2002	TX 5-575-734 (2002)
Performance Product for Your Jeep, Spring/Summer 2002	TX 5-524-621 (2002)
Performance Products for Your Toyota, Catalog 33T, Spring/Summer 2002	TX 5-513-557 (2002)

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Performance Products for your Ford; Catalog No. 28F, Spring/Summer 2002	TX 5-509-055 (2002)
Performance Products for Your Chevy; Catalog No. 21C, Spring/Summer 2002	TX 5-509-054 (2002)
Performance Products and Automation: 911, 912, 930 and Boxter	TX 5-391-209 (2000)
Performance Products for your Mercedes, Catalog 126-6	TX 5-391-208 (2000)
Performance Products for Your Mercedes, Catalog 201-6, Fall/Winter 2000	TX 5-298-649 (2000)
Performance Products for Your Mercedes, Catalog 124L-6, Fall-Winter 2000	TX 5-298-648 (2000)
Performance Products Mercedes 124E-6, Fall/Winter 2000	TX 5-298-646 (2000)
Performance Products Mercedes 123-6, Fall/Winter 2000	TX 5-298-645 (2000)
Performance Products for Your Mercedes, Catalog 107.5	TX 5-298-644 (2000)
Performance Products, No. 21F, Summer/Fall 2000	TX 5-271-411 (2000)
Performance Products, No. 12C, Winter/Spring 2000	TX 5-271-410 (2000)
Performance Products, No. 124L-5, Summer/Fall 2000	TX 5-271-409 (2000)
Performance Products, No. 9I, Summer/Fall 2000	TX 5-271-408 (2000)
Performance Products, No. 26T, Summer/Fall 2000	TX 5-271-407 (2000)
Performance Products for Your Mercedes, Catalog 32M, Spring/Summer 2000	TX 5-130-029 (2000)
Performance Products for Your Mercedes, Catalog 31M, Fall/Winter 1999	TX 5-130-028 (2000)
Performance Products for Your Mercedes, Catalog 23M, Winter/Spring 2000	TX 5-130-027 (2000)
Performance Products for Your Mercedes, Catalog 30M, Winter/Spring 2000	TX 5-130-026 (2000)
Performance Products for Your Chevy/GMC: The Best Source of Performance Parts and Accessories, Catalog No. 12C, winter/Spring 2000	TXu 921-786 (2000)
Performance Products for Your Porsche: The Best Source of Performance Parts and Accessories, Catalog No. 47B, Spring/Summer 2000	TXu 921-785 (2000)
Performance Products for Your Porsche: The Best Source of Performance Parts and Accessories, Catalog No. 46G, Fall/Winter 1999	TXn 921-784 (2000)
Performance Products for Your Ford: The Best Source of Performance Parts and Accessories, Catalog No. 19F, Winter/Spring 2000	TXn 921-783 (2000)
Performance Products for Your Toyota: The Best Source of Performance Parts and Accessories, Catalog No. 24T, Winter/Spring 2000	TXu 921-782 (2000)
Performance Products for Your Jeep: The Best Source of Performance Parts and Accessories, Catalog No. 6J, Fall/Winter 1999	TXn 921-781 (2000)
Performance Products Catalog No. 5, 1995-1996	TX 4-035-422 (1995)
Performance Products, Catalog No. 28	TX 3-983-634 (1994)
Performance Products for Toyota Trucks, Landcruisers, 4Runners & T100's, Catalog No. 4, 1994-95	TX 3-959-243 (1994)
Performance Products, Catalog No. 2	TX 3-957-807 (1994)

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Performance Products, Catalog No. 33	TX 3-944-836 (1994).
Performance Products: For Toyota Truck Owners Only: Summer/Fall 1991	TX 3-165-926 (1991)
Performance Products, Catalog No. 27	TX 3-065-517 (1991)
Performance Products — Catalog No. 24	TX 2-732-099 (1990)
Performance Products: Parts, Tools, Accessories for Porsche, Catalog No. 22	TX 2-603-713 (1989)
Performance Products, Catalog 15: Parts, Tools, Accessories for Porsche	TX 2-228-773 (1987)
Performance Products Collection 3	TX 2-194-015 (1987)
Performance Products/Catalog No. 30	TX 4-028-864 (1994)
Performance Products/Catalog No. 31	TX 3-952-945 (1994)
Performance Products/Catalog No. 32	TX 3-963-856 (1994)
Performance Products/Catalog No. 34	TX 3-963-857 (1994)
Performance Products/Catalog No. 1	TX 3-996-508 (1995)
Performance Products/Catalog No. 35	TX 4-007-356 (1995)
Performance Products/Catalog No. 29	TX 3-314-145 (1992)
Performance Products/Catalog No. 26	TX 3-066-076 (1990)
Performance Products/Catalog No. 25	TX 2-805-469 (1990)
Performance Products/Catalog No. 23	TX 2-640-199 (1989)
Performance Products/Catalog No. 21	TX 2-311-939 (1988)
Performance Products/Catalog No. 18	DC 2-189-686 (1987)
Performance Products/Catalog No. 20	TX 2-189-687 (1987)
4 Wheel Drive Hardware: The Leader in Parts and Accessories for Jeep CJ and Wrangler, Fall 2001	TX 5-580-945
Four Wheel Drive Hardware 2001 Holiday Jeep Catalog	TX 5-494-850
Four Wheel Drive Hardware	TX 5-101-377
Four Wheel Drive Hardware: Tracker, Isuzu Amigo, Suzuki Sidekick & Samurai	TX 5-101-376
Four Wheel Drive Hardware 1999 Spring Catalog	TX 4-947-519
Four Wheel Drive Hardware 1998 Fall Catalog	TX 4-912-974
Installing the Fiberglass Jeep Body	PA 393258
Performance products for Mercedes, catalog no. PAD34, fall 2002	TX 5-640-574
Performance products for Mercedes, catalog no. PAD35, winter 02	TX 5-640-579
Performance products for Mercedes, catalog no. 107-10, fall-winter 02	TX 5-640-573
Performance products for Mercedes, catalog no. 123-10, fall-winter 02	TX 5-640-578
Performance products for Mercedes, catalog no. 124-10, fall-winter 02	TX 5-640-577

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Performance products for Mercedes, catalog no. 126-10, fall-winter 02	TX 5-640-576
Performance products for Mercedes, catalog no. 201-10, fall-winter 02	TX 5-640-575
Performance products for Mercedes, catalog no. 107-11, Spring 03	TX 5-709-421
Performance products for Mercedes, catalog no. 123-11, Spring 03	TX 5-709-423
Performance products for Mercedes, catalog no. 124-11, Spring 03	TX 5-709-422
Performance products for Mercedes, catalog no. 126-11, Spring 03	TX 5-709-424
Performance products for Mercedes, catalog no. 201-11, Spring 03	TX 5-709-425
Performance products for Jeep, catalog no. 18J, fall-winter 02	TX 5-640-570
Performance products for Jeep, catalog no. 19J, winter-spring 03	TX 5-709-427
Performance products for Ford, catalog no. 30F, winter-spring 02	TX 5-640-568
Performance products for Ford, catalog no. 31F, winter-spring 03	TX 5-640-568
Performance products for Chevy, catalog no. 23C, fall-winter 02	TX 5-640-567
Performance products for Chevy, catalog no. 24C, winter-spring 03	TX 5-709-426
Performance products for Toyota trucks, Landcruisers, 4Runners & T100's, catalog no. 35T, Fall-winter 02	TX 5-640-569
Performance products for Toyota trucks, Landcruisers, 4Runners & T100's, catalog no. 36T, winter-spring 03	TX 5-709-429
Performance products: serving Porsche owners since 1964: parts, tools, accessories for Porsche, catalog no. 52A, fall-winter 02	TX 5-640-571
Performance products: serving Porsche owners since 1964: parts, tools, accessories for Porsche, catalog no. 52B, fall-winter 02	TX 5-640-572
Performance products for Jeep, no. 15J, winter-spring 02	TX 5-575-368
Performance products for Chevy, catalog no. 22C, summer-fall 02	TX 5-570-153
Performance products for Toyota trucks, Landcruisers, 4Runners & T100's, catalog no. 32T, winter-spring 02	TX 5-535-633
Performance products : the super store for your Porsche : catalog 53B, spring/summer 2003	TX 5-724-611
Performance products : the super store for your Porsche : catalog 53A, spring/summer 2003	TX 5-724-610
Off-Road Adventures, January 2006	TX 6-365-107
Off-Road Adventures, February 2006	TX 6-365-102
Off-Road Adventures, March 2006	TX 6-365-154
4 Wheel Parts Catalog, 2005	TX 6-343-335
4 Wheel Parts Catalog, 2006	TX 6-343-336

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